

**STATE OF IDAHO  
DEPARTMENT OF LANDS  
REQUEST FOR QUOTATIONS**

**GOPHER CONTROL**

**Contract 10-208-300595**

**SOLICITATIONS CLOSE 3 PM MST on April 9, 2010**

The purpose of this Request for Quotations (RFQ) package is to solicit sealed quotes for the efficient completion of the Gopher Control work outlined in the attached project descriptions and contract documents.

**INSTRUCTIONS:**

The right is reserved to accept or reject quotations on each item separately or as a whole. All price quotes will be entered on the attached Schedule A. The Schedule A is signed and returned to the address listed below. Responders may quote on any or all of the projects listed.

Sealed RFQ's must be received by the Idaho Department of Lands at 300 N 6<sup>th</sup> St Suite 103, Boise, Idaho, 83702 by 3:00 PM M.S.T. April 9, 2010. The Department of Lands is not responsible for lost or undelivered RFQ's or for failure of the United States Postal Service or the Idaho State Capital Mall Central Mail Room to deliver RFQ's to the Idaho Department of Lands by the RFQ closing deadline. **Late RFQ's will not be accepted. Fax RFQ's will not be accepted.**

Delivery Address:

Idaho Department of Lands  
ATTN: Tony Pirc  
300 N. 6<sup>th</sup> St Suite 103  
Boise, ID 83702

RFQ's are to be mailed in a sealed envelope and are to be marked in the lower left hand corner with the following information:

Sealed RFQ For:	10-208-300595 Gopher Control Contract
RFQ Close:	April 9, 2010 at 3 P.M. M.S.T.

A RFQ submitted using "Express/Overnight" services must be shipped in a separate sealed inner envelope identified as stated above and enclosed inside the "Express/Overnight" shipping envelope.

**QUESTIONS**

Questions pertaining to RFQ specifications may be submitted by phone or email to Tom Flee at [tflee@idl.idaho.gov](mailto:tflee@idl.idaho.gov) 208-666-8615 or to the Area contact listed in the project descriptions.



<div style="text-align: right;">ATTACHMENT 1</div> <div style="text-align: center;"> <b>SCHEDULE A</b>  <b>CONTRACT NO. 10-208-300595</b>  <b>GOPHER CONTROL</b> </div>				
SUPERVISORY AREA	PROJECT NAME AND NUMBER	NUMBER OF UNITS	PRICE PER UNIT	TOTAL EXTENDED AMOUNT
St. Maries Contract No 10-208-300595	MoRooney-O'Carp Gopher Bait FM # 30-595-105-10	293 acres	\$	\$

Any additional work required under this contract but not scheduled will be performed at the rates shown herein. An approved and signed contract modification will be required prior to the starting of additional work.

In the case of math errors, the **PRICE PER ACRE** will be correctly extended and the corrected **TOTAL EXTENDED AMOUNT** will be the basis for award.

What is your State of domicile? \_\_\_\_\_

Do you carry workers compensation insurance? \_\_\_\_\_

Company Name \_\_\_\_\_

Contractor's Email \_\_\_\_\_

Contractor's Name \_\_\_\_\_

Contractor's Phone \_\_\_\_\_

Mailing Address \_\_\_\_\_

Taxpayer ID # \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Contractors Signature \_\_\_\_\_

Signed by \_\_\_\_\_

Title \_\_\_\_\_

Please Print Name

Applicators Name \_\_\_\_\_

Idaho State Professional Applicator License Number \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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# **IDAHO DEPARTMENT OF LANDS**

## **STANDARD INFORMATION**

### **ADDENDA**

It will be the respondent's responsibility to check for any addenda prior to submitting a quotation. In the event it becomes necessary to revise any part of the solicitation documents, addenda will be made available. Information given to a respondent will be available to all other respondents if such information is necessary for purposes of submitting a quotation or if failure to give such information would be prejudicial to uninformed respondents.

### **BURDEN OF PROOF**

ANY VARIATIONS of brand names or deviations from the specifications MUST BE CLEARLY STATED. It shall be the responsibility and burden of the submitting vendor to furnish the State WITH ITS ORIGINAL SUBMISSION sufficient data to determine if the goods or services offered conform to the specifications.

### **ORAL INFORMATION**

The State will not be responsible for any verbal or oral information regarding a quote.

### **DISQUALIFICATION AND AWARD INFORMATION**

The state reserves the right to make reasonable inquiry to determine the responsibility of a contractor. Such requests may include but not be limited to financial statements, credit ratings, statements of experience and past performance, references, etc. Successful contractors must show to the satisfaction of the Idaho Department of Lands that they have sufficient equipment and work crews to complete the work contracted by the time specified. The unreasonable failure of a contractor to promptly supply information in connection with such a request is reason for disqualification. Except as otherwise provided by law, information furnished by the contractor pursuant to this provision may not be disclosed outside the Idaho Department of Lands without prior written consent of the Contractor. Disqualification of a high ranking contractor may be pursued when their reputation, experience or references are such as to create a doubt about satisfactory job completion or if the price quotes are considerably below Department estimates and the other quotes. The purchasing agent will contact the contractor and request that they disqualify themselves by withdrawing in writing. If the contractor refuses to withdraw, the purchasing agent may notify the contractor in writing or email that the Department will not offer the contractor a contract and proceed with an award to the next responsible contractor.

### **PARTNERSHIPS**

Contractors responding as partners must furnish the Idaho Department of Lands the name of the partnership, names of the partners, and the partnership's federal taxpayer ID number. All payments will be made to the partnership.

### **INTERNAL REVENUE SERVICES REPORTING REQUIREMENT**

IRS rules and regulations require employers to submit a miscellaneous income form (IRS form 1099) for all contractual persons who receive \$600 or more in a calendar year. Incorporated firms are exempt from this reporting requirement. The contractor's taxpayer identification number (Social Security or employer number) must be listed on the signature page of the contract.

### **PUBLIC RECORDS**

The Idaho Public Records Law, Idaho Code Sections 9-337 through 9-348, allows the open inspection and copying of public records. Public records include any writing containing information relating to the conduct or administration of the public's business prepared, owned, used, or retained by a state or local agency regardless of the physical form or character. ALL, OR MOST (there are exceptions), OF THE INFORMATION CONTAINED IN YOUR RESPONSE TO THE STATE'S SOLICITATION WILL BE A PUBLIC RECORD SUBJECT TO DISCLOSURE UNDER THE PUBLIC RECORDS LAW.

## **WORKERS COMPENSATION INSURANCE**

All persons working for the State under any contract of hire, expressed or implied, must be covered by worker's compensation insurance. (Reference Title 72, Idaho Code).

Contractors may not sign an affidavit or waiver of any kind declaring themselves exempt from coverage.

Any contractor who hires employees to accomplish the contracted work must provide a certificate of worker's compensation insurance.

The Department of Lands may pay worker's compensation insurance premiums on behalf of the contractor if the contractor has no employees and, except for the provisions in this contract, is not otherwise required to carry worker's compensation insurance. The contractor must indicate they do not carry worker's compensation by checking the appropriate statement on the response form. The cost of the premium will be tallied in the quote evaluation so that a contractor paying worker's compensation premiums is not penalized. In no event will the premium be paid to the contractor.

Example: Contractor #1 quote total = \$8,000.00  
Contractor does not provide worker's compensation

Contractor #2 quote total = \$9,000.00  
Contractor provides worker's compensation

The following procedure will be used to evaluate the quote without worker's compensation.

(EXAMPLE – ALL RATES ARE EXAMPLES ONLY)

Quote times applicable worker's compensation rate times current Department of Lands' percentage reduction rate added to quote.

<u>Contractor #1</u>	<u>Worker's Class Rate</u>		<u>Reduction Rate</u>	<u>Premium Amt.</u>
\$8,000.00	x rate \$31.00 per/100	x	67.5	= \$1,674.00
			Plus quote amount	+8,000.00
			Total quote price	\$9,674.00

Contractor #2 would be the successful respondent and furnish a certificate to the Idaho Department. of Lands

## **PREFERENCES**

Section 67-2349, Idaho Code, requires application of a preference in determining which contractor submitted the lowest responsible quote. If the contractor who submitted the lowest quote is domiciled in a state which has a preference law that penalizes Idaho domiciled contractors, then the State must apply a preference. The penalty applied to out-of-state contractors competing against Idaho contractors is determined by the penalty applied by the contractor's domiciliary state to its out-of-state contractors.

In determining domicile, the following "rule of thumb" will be used: Corporations – the state in which the corporation is chartered or incorporated; Sole proprietor or partnership – the state in which the permanent headquarters of the business is located.

A contractor domiciled outside the boundaries of the state of Idaho may be considered as an Idaho domiciled contractor provided that there exists for a period of one year preceding the date of the quote a significant Idaho economic presence as defined herein. A significant Idaho economic presence shall consist of the following: (a) That the contractor maintain in Idaho fully staffed offices, or fully staffed sales offices or divisions, or fully staffed sales outlets, or manufacturing facilities, or warehouses or other necessary related property; and (b) if a corporation, that it be registered and licensed to do business in the state of Idaho with the office of the secretary of state.

## **REJECTION OF QUOTES AND CANCELLATION OF QUOTE SOLICITATION**

Prior to the issuance of a contract, the State shall have the right to accept or reject all or any part of a quote when: (i) it is in the best interests of the State of Idaho; (ii) the quote does not meet the minimum quote specifications; (iii) the quote is not the lowest responsible quote; (iv) a finding is made based upon available evidence that a respondent is not responsible or is otherwise incapable of meeting specifications or providing an assurance of ability to fulfill contract requirements; or (v) the item offered deviates to a major

degree from the quote specifications, as determined by the State (minor deviations, as determined by the State, may be accepted as substantially meeting the quote requirements of the State of Idaho). Deviations will be considered major when such deviations appear to frustrate the competitive solicitation process or provide a respondent an unfair advantage. Prior to the issuance of a contract, the State shall have the right to reject all quotations or to cancel a solicitation or request for quotations. Cancellation may be for reasons that include but are not limited to: (i) inadequate or ambiguous specifications; (ii) specifications have been revised; (iii) property is no longer required; (iv) there is a change in requirements; (v) all quotes are deemed unreasonable or sufficient funds are not available; (vi) quotes were not independently arrived at or were submitted in bad faith; (vii) it is determined that all requirements of the solicitation process were not met; (viii) insufficient competition; or (ix) it is in the best interests of the state of Idaho.

### **AWARD PROCEDURES**

For contracts with a total solicitation value of \$75,000 or less, the State will email a contract award to the successful respondent(s) within five (5) working days following the solicitation closure date.

For contracts with a total solicitation value of more than \$75,000, the State will notify all respondents within five (5) working days following the solicitation closure, by mail and/or email, of its intent to award a contract and the party(ies) to whom the contract will be awarded. After elapse of the five (5) day appeal period set forth in Idaho Code (see Administrative Appeals below), and there being no appeals received, the State will award a contract to the successful respondent(s).

Respondents to whom a contract has been awarded will have fourteen (14) calendar days from the mailing date of the award notice to return to the State a signed copy of the contract along with the required bonding and certificates of insurance. If the State does not receive such documents within the specified time period, the State may declare, at its sole discretion, that all respondent's rights to the contract are forfeited, and the State may proceed without further delay or notice to award the contract to the next low respondent.

### **ADMINISTRATIVE APPEALS**

The law the State follows in administrative appeals is set forth at Section 67-5733, Idaho Code.





**STATE OF IDAHO**  
**DEPARTMENT OF LANDS**



**GOPHER CONTROL**

**CONTRACT NO. 10-208 300595**  
**MoRooney-O'Carp Gopher Bait**



**STATE OF IDAHO  
DEPARTMENT OF LANDS**

**GOPHER CONTROL  
CONTRACT 10-208-300595**

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**STATE OF IDAHO  
DEPARTMENT OF LANDS**

**GOPHER CONTROL**

**CONTRACT NO. 10-208-300595**

**DIVISION A – GENERAL SPECIFICATIONS**

**1. DEFINITIONS AND TERMS**

- a. Attachments: The attached project description(s), maps, and other labeled references are a part of this contract, and any special terms therein are binding upon all parties.
- b. State Department of Lands (IDL): Acceptable and legal references to the Idaho Department of Lands for the purposes of this contract.
- c. Contract Supervisor: The designated department representative who will provide on-the-ground administration of this contract.
- d. Contractor's Representative: The Contractor's representative, authorized in writing, to be present on the project area(s) at all times to act on behalf of the Contractor.
- e. Purchasing Agent: The Contracting Officer for the Department of Lands.
- f. Earth Plug: (Dollar-Sized-Plug): A plug of loose dirt plugging an exit used by the pocket gopher to enlarge on the surface of the ground to feed or gather food or nesting material. It is usually the size of a silver dollar.
- g. Feeder Run: A main run less than 6 inches below the ground surface ending in an earth plug for feeding purposes.
- h. Food or Nest Caches: These are enlargements of the burrow system to store food or nesting material.
- i. Fresh Gopher Activity: Push piles or earth plugs in which the texture of the soils shows it was made within the last 72 hours. Mounds of push piles that have a crust on them are usually not fresh.
- j. Lateral Run: A burrow (run) used for the sole purpose of eliminating dirt from burrow or nest construction or repair. A mound of push pile will usually be found at the end of a lateral run.
- k. Main Run: A main run is a continuous burrow 2 1/2 to 3 1/2 inches in diameter and over 3 feet long (maximum 200 feet) used by a pocket gopher to travel to various parts of its territory.
- l. Nest: An enlargement in the burrow system used for sleeping (nesting). Also used for resting during dormant periods.
- m. Push Pile: A mound of dirt made by the gopher consisting of dirt removed from burrow or nest construction or repair.
- n. Recent Evidence: Any visible evidence produced by the pocket gopher; i.e., push piles, earth plugs, or plants clipped by the pocket gopher.
- o. Rodenticide: A registered pesticide used for rodent control.

- p. Scalp: Area from which the slash, organic material, and/or vegetation have been removed to plant a tree seedling.
- q. Services: Includes services performed, workmanship, and materials furnished or utilized in the performance of services.
- r. Set: Location of main runway treated with rodenticide.
- s. Stream Protection Zone (SPZ): The area encompassing a slope distance of 100 feet on each side of the ordinary high water mark on all live (flowing) streams.
- t. Territory of Burrow System: A piece of ground occupied by one or a family of pocket gophers. It is usually several feet wide and usually more than 30 feet long on the long axis. It is visible above ground by push piles and earth plugs.
- u. Unit: The unit(s), for purposes of this contract, are shown on the project map(s).

2. CONTRACT RELATIONSHIP

It is distinctly and particularly understood and agreed between the parties that this contract does not create an employer/employee relationship. Furthermore, the State of Idaho is in no way associated or otherwise connected with the performance of any service under this contract on the part of the Contractor or with the employment of labor or the incurring of expenses by the Contractor. Said Contractor is an independent contractor in the performance of each and every part of this contract, and solely and personally liable for all labor, taxes, insurance, required bonding and other expenses, except as specifically stated herein, and for any and all damages in connection with the operation of this contract, whether it may be for personal injuries or damages of any other kind. The Contractor shall exonerate, indemnify and hold the State of Idaho harmless from and against and assume full responsibility for payment of all federal, state and local taxes or contributions imposed or required under unemployment insurance, social security, and income tax laws with respect to the Contractor or Contractor's employees engaged in performance under this contract.

3. CONTRACTOR RESPONSIBILITY

The Contractor shall be required to assume responsibility for production and delivery of all material and services included in this contract, whether or not the Contractor is the manufacturer or producer of such material or services. Further, the Contractor will be the sole point of contact on contractual matters, including payment of charges resulting from the use or purchase of goods or services.

4. SUBCONTRACTING

Unless otherwise allowed by the State in this contract, the Contractor shall not, without written approval from the State, enter into any subcontract relating to the performance of this contract or any part thereof. Approval by the State of Contractor's request to subcontract or acceptance of or payment for subcontracted work by the State shall not in any way relieve the Contractor of responsibility for the professional and technical accuracy and adequacy of the work. The Contractor shall be and remain liable for all damages to the State caused by negligent performance or non-performance of work under the contract by Contractor's subcontractor or its sub-subcontractor.

5. ANTIDISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

Acceptance of this contract binds the Contractor to the terms and conditions of Section 601, Title VI, Civil Rights Act of 1964 in that "No person in the United States shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance." In addition, "No other wise qualified handicapped individual in the United States shall, solely by reason of his handicap, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance" (Section 504 of the Rehabilitation Act of 1973). Furthermore, for contracts involving federal funds, the applicable provisions and requirements of Executive Order 11246 as amended, Section 402 of the Vietnam Era Veterans Readjustment Assistance Act of 1974, Section 701 of Title VII of the Civil Rights Act

of 1964, the Age Discrimination in Employment Act of 1967 (ADEA), 29 USC Sections 621, et seq., the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972, U.S. Department of Interior regulations at 43 CFR Part 17, and the Americans with Disabilities Action of 1990, are also incorporated into this contract. The Contractor must include this provision in every subcontract relating to purchases by the State to insure that subcontractors and vendors are bound by this provision.

6. WORKMAN'S COMPENSATION INSURANCE

The Contractor will maintain and pay for any applicable workman's compensation insurance and will provide a certificate of same. If the Contractor does not have employees and is not otherwise required to carry workman's compensation insurance under the laws of the State of Idaho, the Idaho Department of Lands will furnish workman's compensation insurance for work done under this contract unless otherwise specified in the contract. The cost to the Idaho Department of Lands for furnishing such workman's compensation insurance will be added to the Contractor's quote price for purposes of evaluation only. In no event will said amount be paid to the Contractor.

7. TAXES

If the Contractor is required to pay any taxes incurred as a result of doing business with the State of Idaho, it shall be solely and absolutely responsible for the payment of those taxes.

8. LICENSES, PERMITS & FEES

The Contractor shall, without additional expense to the State, obtain all required licenses and permits and pay all fees necessary for executing provisions of this contract unless specifically stated otherwise herein.

9. STATE OF IDAHO MINIMUM WAGE LAW

It will be the responsibility of the Contractor to fully comply with Section 44-1502, Idaho Code, regarding minimum wage.

10. AFFIDAVIT OF COMPLIANCE

The Contractor, upon completion of the project work, must furnish the Idaho Department of Lands with a notarized affidavit stating that:

- a. At least the minimum Idaho wage was paid.
- b. There was compliance with all labor laws.
- c. All debts incurred as a result of this contract were paid.
- d. Any further claims against the State of Idaho under this contract are relinquished, pending payment for services rendered.

11. SAVE HARMLESS

Contractor shall indemnify and hold harmless the State of Idaho from any and all liability, claims, damages, costs, expenses, and actions, including reasonable attorney fees, caused by or that arise from the negligent or wrongful acts or omissions of the Contractor, its employees, agents, or subcontractors under this contract that cause death or injury or damage to property or arising out of a failure to comply with any state or federal statute, law, regulation or act.

12. OFFICIALS, AGENTS AND EMPLOYEES OF THE STATE NOT PERSONALLY LIABLE

In no event shall any official, officer, employee or agent of the State of Idaho be in any way personally liable or responsible for any covenant or agreement herein contained whether expressed or implied, nor for any statement, representation or warranty made herein or in any connection with this contract. This section shall not apply to any remedies in law or at equity against any person or entity that exist by reason of fraud, misrepresentation or outside the terms of this contract.

13. RISK OF LOSS

Risk of loss and responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the State except as to latent defects, fraud and Contractor's warranty obligations. Such loss, injury or destruction shall not release the Contractor from any obligation under this Contract. If installation is requested by the State or

specified in the State's project documents, pricing shall include all charges associated with a complete installation at the location specified.

14. ASSIGNMENTS

The Contractor shall not assign a right or delegate a duty under this contract without the prior written consent of the State.

15. PROHIBITED CONTRACTS

No member of the legislature or officer or employee of any branch of the state government shall directly himself, or by any other person execute, hold or enjoy, in whole or in part, any contract or agreement made or entered into by or on behalf of the state of Idaho, if made by, through or on behalf of the department in which he is an officer or employee or if made by, through or on behalf of any other department unless the same are made after competitive quotations. (Idaho Code Section 67-5726(1)).

16. GOVERNMENT REGULATIONS

- a. The Contractor shall abide by and comply with all laws and regulations of the United States, the State of Idaho including the Forest Practices Act (Title 38, Chapters 1 and 13, Idaho Code), counties or other governmental jurisdictions wherein the work is executed insofar as they affect this contract. The Contractor will make all payments, contributions, remittances, and all reports and statements required under said laws.
- b. Contractor guarantees that all items meet or exceed those requirements and guidelines established by the Occupational Safety and Health Act, Consumer Product Safety Council, Environmental Protection Agency, or other regulatory agencies.

17. SAFETY INFORMATION

- a. The Contractor assumes full responsibility for the safety of his employees, equipment and supplies.
- b. All chemicals, equipment and materials proposed and/or used in the performance of this Contract must conform to the standards required by the William-Steiger Occupational Safety and Health Act of 1970. Contractor must furnish all Material Safety Data Sheets (MSDS) for any regulated chemicals, equipment or hazardous materials at the time of delivery.
- c. In order to protect life and health and to prevent damage in the performance of the contract, the Contractor or any of his employees will use due diligence in preventing accidents. The Contractor will maintain a record of all cases of death, injury, or disease arising out of, or in the course of employment on, work under this contract. The record will be available upon call of the Department of Lands and/or Contract Supervisor. Duplicate accident records shall not be necessary if reporting is already a State of Idaho requirement.
- d. The Contractor will comply with the applicable provisions of the following:
  - (1) Current State of Idaho Commercial Applicators License
  - (2) Applicable State of Idaho local laws and regulations.
- e. Safety Procedures:
  - (1) All personnel handling grain in any way must wear protective gloves. Those individuals designated to fill bottles are required to wear a mouth-nose type dust respirator and coveralls.
  - (2) Meals will not be eaten in the general vicinity of any poisoned grain. Hands will be washed prior to eating meals. All personnel will wash hands with soap and water before departing at the end of each workday. The Contractor will provide the soap and water.



- (3) Poison grain will not be carried in the vehicle with personnel. It may be carried in a **locked box** in the cargo area of the vehicle.
- (4) The Contractor will have, on hand, a supply of salt tablets and a supply of drinking water for all crewmembers.
- (5) The Contractor and/or his Contract Representative will review with the field crew in the presence of the Contract Supervisor symptoms and treatment of accidental strychnine poisoning prior to start of work (see Attachment No. 4).
- (6) Clothing and gloves shall be laundered at least once a week to remove traces of the poison.
- (7) Any new procedures or requirements as required by State law or regulation will be implemented and adhered to as they pertain to application of this pesticide.

18. USE OF THE STATE OF IDAHO NAME

Contractor agrees that it will not, prior to, in the course of, or after performance under this contract, use the State's name in any advertising or promotional media as a customer or client of Contractor without the prior written consent of the State.

19. CONTRACT TERMINATION

- a. The State may terminate this contract, in whole or part, by written notice delivered to either the Contractor or his representative in any one of the following circumstances. Termination by the State for cause may result in forfeiture of Contractor's bond.
  - (1) Failure of the Contractor to perform any of the provisions of this contract.
  - (2) Failure of the Contractor to correct unsatisfactory performance or work immediately after it has been brought to his attention.
  - (3) Failure of the Contractor to make satisfactory progress in order to be able to complete the work within the contract period.
  - (4) The State may terminate this contract at any time for the convenience of the State upon ten (10) calendar days' written notice specifying the date of termination.
- b. Upon termination, the Contractor shall:
  - (1) Promptly discontinue performing under the contract, unless the termination notice directs otherwise.
  - (2) Promptly return to the State control of the properties and any personal property provided by the State pursuant to the contract.
  - (3) Deliver or otherwise make available to the State all data, reports, estimates, summaries and such other information and materials as may have been accumulated by Contractor in performing duties under the contract, whether completed or in process.
- c. Upon termination, the obligations and liabilities of the parties shall cease, except that the obligations or liabilities incurred prior to the termination date shall be honored. This paragraph shall not be interpreted to place any requirement on the State to accept or make payment to the Contractor for any unsatisfactory work.

- d. If the State terminates the contract, the State may take over the work and may award another party a contract to complete the work as stated by this contract.
- e. In the event of termination, the State shall pay all sums still due Contractor through the effective date of termination in full within thirty (30) days of a written demand and receipt of all items necessary from Contractor to allow the State to make payment.

20. APPROPRIATION BY LEGISLATURE REQUIRED

It is understood and agreed that the State is a government entity and this contract shall in no way or manner be construed so as to bind or obligate the state of Idaho beyond the term of any particular appropriation of funds by the State's Legislature as may exist from time to time. The State reserves the right to terminate this contract in whole or in part (or any order placed under it) if, in its judgment, the Legislature of the state of Idaho fails, neglects, or refuses to appropriate sufficient funds as may be required for the State to continue such payments. All affected future rights and liabilities of the parties hereto shall thereupon cease within ten (10) calendar days after notice to the Contractor. It is understood and agreed that the State's payments herein provided for shall be paid from Idaho State Legislative appropriations and, in some instances, direct federal funding.

21. FORCE MAJEURE

Neither party shall be liable or deemed to be in default for any Force Majeure delay in shipment or performance occasioned by unforeseeable causes beyond the control and without the fault or negligence of the parties, including, but not restricted to, acts of God or the public enemy, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, unusually severe weather, provided that in all cases the Contractor shall notify the State promptly in writing of any cause for delay and the State concurs that the delay was beyond the control and without the fault or negligence of the Contractor. If reasonably possible, the Contractor shall make every reasonable effort to complete performance as soon as possible.

22. GOVERNING LAW

This contract shall be construed in accordance with, and governed by the laws of the State of Idaho.

23. ENTIRE AGREEMENT

This contract, with the State's Invitation to Request for Proposal, or Request for Quotation, including any addenda (such deemed incorporated by reference) and the vendor's response, to the extent it is not in conflict with the specifications or the States terms and conditions (such document deemed incorporated by reference), constitute the entire agreement between the parties with respect to the subject matter hereof and shall supersede all previous proposals, or quotations, both oral and written, discussions, representations, commitments, and all other communications between the parties. Where terms and conditions specified in the State's documents or the Contractor's response differ from those specifically stated in this contract, the terms and conditions of this contract shall apply.

24. MODIFICATION

This contract may not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties.

25. PERFORMANCE BONDS

To guarantee full and faithful compliance with the terms and conditions of the contract, a performance bond in the amount of ten percent (10%) of the total contract price will be required on all contracts with a total contract value of \$10,000 or more. The performance bond will be held until all project work has been satisfactorily completed and the affidavit of compliance has been received.

The performance bond will be in the form of cash, by certified check, or money order made payable to the Treasurer, State of Idaho. The performance bond must be submitted to the State prior to the execution of the contract by the Idaho Department of Lands. In lieu of a cash bond,

contractors may submit a Certificate of Deposit or Letter of Credit in a form that is acceptable to the State. Such documents will be subject to approval by the Idaho Department of Lands prior to the execution of the contract.

26. ITEMS TO BE FURNISHED BY THE CONTRACTOR

a. The Contractor shall furnish:

- (1) All tools, equipment, labor, transportation, supervision, supplies, storage, hauling and loading equipment as called for in the project description or as necessary to satisfactorily complete this contract including all safety equipment required by current laws and regulations. The Contractor shall have a current Idaho Commercial Pesticide Applicators License.
- (2) The Contractor will also provide bilingual (English and the principal language of the crewmembers) supervisory personnel as specified below:

1 – 6 workers	=	1 checker/working crew supervisor
7 – 11 workers	=	2 checkers/1 nonworking crew supervisor
12 – 15 workers	=	3 checkers/2 nonworking crew supervisors

Crew shall proceed through the unit(s) in a systematic manner.

27. ITEMS TO BE FURNISHED BY THE STATE

a. The Idaho Department of Lands shall furnish:

- (1) A Contract Supervisor will be present for each project to work with the Contractor (or his representative) during the complete rodenticide application operations.
- (2) Copies of administrative maps and project map(s).
- (3) Rodenticide, unless otherwise specified in the attached project description(s). The type(s) and amount(s) of rodenticide to be applied is specified in the attached project description(s).
- (4) Other items as per the attached project description(s).

28. TRASH CLEANUP

The Contractor shall be responsible for picking up and properly disposing of all trash generated as a result of this contract at the end of each day. This includes any camps made by Contractor personnel. Cleanup shall be done to the satisfaction of the Contract Supervisor and covered by the Contractor's performance bond.

29. CAMPING ON STATE LAND

Contractor personnel may, with written approval from the Idaho Department of Lands, camp during the contract period on State land. Such camping will be at the Contractor's own risk. Any camps will be made according to conditions set forth by the Idaho Department of Lands Supervisory Area and be in compliance with State Land Board rules and regulations for fire prevention.

30. FIRE PREVENTION RESPONSIBILITIES

- a. The Contractor will adhere to the State Land Board rules and regulations which set forth fire prevention safety precautions for woods operations. Such rules and regulations are available at any Idaho Department of Lands office. These rules and regulations will be outlined during the pre-work conference with the Contractor.
- b. The Contractor shall not build any open fires at any time of the year on the contract area without first obtaining written permission from the State.

- c. Fire spreading through the contract area which is a result of the Contractor's operation or employees' actions shall be the liability of the Contractor.

31. CONTRACT PERIOD

This contract will become effective once signed by all parties. Approximate starting and completion dates are listed in the attached project description(s).

The contract will terminate upon completion and inspection of all contracted projects unless terminated earlier by the State under any of the provisions of Division A, paragraph 19.a (1)-(4).

32. WORK PROGRESS AND CONTRACT PERFORMANCE

- a. Before starting work, the Contractor shall meet in person with the Contract Supervisor for a prework conference to discuss the contract terms, work performance requirements, and tentative work schedule. Topics for discussion will include, but not be limited to, procedures used in marking the areas; handling, and application of the rodenticide; work site location; safety, etc. The Contractor will be required to show proof of a valid State of Idaho Commercial Applicators License at the prework conference. Participation at this meeting is required.
- b. The Contractor shall begin work in areas specified by the Contract Supervisor. Such areas will be defined at the prework conference. Units must be satisfactorily completed before work on other units may start.
- c. The State may terminate in whole or any part of this contract by written notice in any one of the following circumstances:
  - (1) Failure of the Contractor to perform any of the provisions of the contract.
  - (2) Failure of the Contractor to correct unsatisfactory performance or work immediately after it has been brought to his attention.
  - (3) Failure of the Contractor to make satisfactory progress in order to be able to complete the work within the contract period.
- d. The Contractor's performance bond may be forfeited as liquidated damages if the State elects to terminate this contract under any of the provisions stated under Division A, paragraph 9, item c, numbers 1 through 3 above.

33. INSPECTIONS AND PAYMENT

Daily inspection reports will be furnished to the Contractor by the Contract Supervisor so that any deficiencies may be corrected as baiting operations progresses.

Payment schedules are specified in each attached project description. Payment to be made at the rate(s) set forth in Schedule A attached hereto.

34. CONTRACT ADMINISTRATION

- a. The Contract Supervisor will administer the contract as required in all specifications.
- b. Disputes between the Contract Supervisor and the Contractor will be resolved by the State.
- c. The Contract Supervisor has the following authority in addition to that delegated to him in other portions of the contract.
  - (1) Decide questions of fact arising in regard to: Quality and acceptability of equipment to be used, materials furnished, and all work performed.
  - (2) Make recommendations for payment.

35. PAYMENT AND COMPLIANCE

- a. Payment shall be made to the Contractor on the satisfactory completion of each project area on the basis of acceptable completed acres which had the total contract amount of rodenticide applied as per the master contract and attached project description(s).
- b. Failure of the Contractor to commence operations as described above, to maintain the required production rate, to complete operations as described above, or failure to meet other terms of this contract, shall give the State of Idaho its right to cancel the contract by written notice to the Contractor.
- c. The Contractor's performance bond may be forfeited as liquidated damages if the State elects to terminate this contract under any of the conditions stated above.
- d. If State crews and/or equipment have been used to clean up rodenticide spillage on any projects as specified in Division B, the State will deduct all cleanup costs from the total contract payment on each said project(s).
- e. Compliance and payment for work performed will be based on the following:
  - (1) Unit(s) will be surveyed using a random sampling scheme installing one-twentieth (1/20) acre plots (26.33-foot radius). A minimum of one percent (1%) of the area (one 1/20 acre plot per five acres) within each treated unit will be inspected for contract compliance.
  - (2) The first gopher activity encountered will become the plot center of the inspection plot.

**DIVISION B – TECHNICAL SPECIFICATIONS**

1. LOCATION AND ACREAGE DETERMINATION

- a. A project map showing the treatment unit(s) is attached to each project description and is a part of this contract. Project acreage(s) have been determined by a ground traverse. All project acres are net horizontal acres.
- b. The unit boundaries, other than for easily identified ground features, have been marked as per the project description(s).
- c. Any disputes on project acreage(s) by the Contractor must be submitted to the State in writing during the contract period. The State will traverse the unit(s) for the Contractor for the project(s) in question. If the traverse is within 105 percent of the contract acreage, the Contractor will pay for the cost of the traverse. If the traverse acreage exceeds 105 percent of the contract acreage, the Contractor will be paid on the basis of the traverse acreage, and there will be no charge for the traverse.

2. TREATMENT SPECIFICATIONS

- a. Northern Rocky Mountain pocket gophers live in a burrow system or territory that may be 30 feet or longer on the long axis (see ATTACHMENT #2). The territory or system may range from only a few feet to several feet wide and is normally comprised of main runs; lateral runways (which may be feeder runs just under the soil surface); food caches or nests; push piles; and earth (dollar-size) plugs (see ATTACHMENT #3). Main runways are found at varying soil depths. During the spring and after heavy rainstorm(s), the main run may occur 6 inches below ground level.
- b. Care will have to be taken to find the small earth plugs and fresh evidence of his activities for control purposes (gophers may use old burrows if a hot prolonged dry period of time elapses). After extended dry periods the runways may occur at 6 to 18 inches below ground level.

c. The Contractor shall suspend work when the following unsatisfactory conditions exist:

- (1) When soils are saturated or heavy rainfall is predicted.
- (2) When soil is snow covered or frozen more than one-inch (1") deep.
- (3) When soil lacks sufficient soil moisture to prevent collapse of tunnel soil while making bait sets.
- (4) When access roads become too wet to prevent rutting and erosion by crew vehicles, unless alternate access methods are used (4 X 4 ATV).

3. APPLICATION REQUIREMENTS

Gopher system(s) are identified above ground by push piles and/or earth dollar-sized plugs. Poison sets in the main runways of gopher systems with recent gopher activity are the only sets that are relatively certain to kill pocket gophers. These will be the only sets that will be accepted for contract compliance. Crew will proceed through the unit(s) in a systematic manner, crossing the unit with an interval of twenty feet (20') between each crewmember. The twenty-foot (20') interval between each crewmember is critical to assure that all gophers in existing systems have been treated, as there can be more than one gopher in a twenty-foot (20') distance.

a. Acceptable baiting methods:

- (1) "Probe Baiting Method" Upon entering a system or territory, the crewman shall probe for a main runway at least one foot from a recent push pile or near a dollar plug. Care will be required to avoid creating a depression in the floor of the runway which might partially obscure the poison set.

Once the main runway is located (at least one foot from the edge of a recent push pile), the probe shall be slightly opened dispensing approximately five (5) grams (between 1 teaspoon and 1 tablespoon) of rodenticide into the probe hole (See ATTACHMENT #3). A minimum of two (2) good sets will be made when encountering gopher activity. Care will be required in delivering the rodenticide through the opening so as not to collapse the hole which results in covering the treated grain with soil. This is especially important when soil conditions are dry.

- (2) "Dig/Drop-tube Method" Upon entering a system or territory, the crewman shall dig a hole just large enough to expose the tunnel. Find each opening with the fingers, and clean out the soil that the shoveling may have pushed in. Deposit approximately five (5) grams (between 1 teaspoon and 1 tablespoon) of rodenticide bait at least four-inches (4") back into each exposed tunnel opening, using a bait dispenser with a flexible drop tube. Back fill the dug hole once the bait has been applied.

With either application method, the ideal application rate is one-fourth ( $\frac{1}{4}$ ) to one-half ( $\frac{1}{2}$ ) pounds per acre. Application rates in excess of one-half ( $\frac{1}{2}$ ) pound per acre will not be acceptable.

c. After placing the rodenticide in the runway, the hole shall immediately be covered with a piece of flagging or approved equivalent, at least twelve inches in length and weighted down with a stick, pine cone, dirt clod, or rock large enough to cover the hole. The objects used to cover the probe hole will then be covered with enough loose soil to seal out all light.

d. Each ribbon shall be left exposed enough to be readily visible to the Contract Supervisor. Flagging color will be approved by the State.

4. RODENTICIDE SPILLAGE

The Contractor will be responsible for keeping rodenticide spillage cleaned up during and after completion of each project. This includes, but is not limited to, spillage associated with rodenticide transportation, storage and application.

- a. The Contract Representative shall notify the Contract Supervisor of any spilled rodenticide and take immediate action to remove, or bury spilled rodenticide as directed by the Contract Supervisor. Spillage of rodenticide must be cleaned up to the satisfaction of the Idaho Department of Lands. All spilled grain will be buried at least two feet (2') below ground. Careless spilling of grain will constitute a contract violation.
- b. The Contractor may request that the Contract Supervisor have state crews and equipment clean up spilled rodenticide provided that:
  - (1) State crews and equipment are available, as determined by the Contract Supervisor, to accomplish the necessary cleanup work.
  - (2) The Contractor agrees to pay the State for the cost of cleanup. A deduction in the contract rodenticide payment to the cost of labor and equipment (at State rental rates) used to clean up the spillage, will be the method of reimbursement for cleanup costs. If cleanup costs exceed the contract rodenticide payment owed the Contractor, the State will bill the Contractor for the remaining portion of the Contractor costs.

5. PAYMENT AND ADJUSTMENT FOR BELOW-STANDARD PERFORMANCE

- a. Minimum satisfactory baiting compliance for payment rate/acre will be determined by the following procedure for each unit.
- b. If a unit percent satisfactory is equal to or exceeds ninety percent (90%), there will be no reduction in the payment rate/acre.

$$\text{Percent Satisfactory}^* = \frac{\text{Total Number of Satisfactory Treated Bait Sets Inspected}}{\text{Total No. of Treated Bait Sets Inspected}} \times 100$$

\* All percentages shall be rounded to the nearest whole percent.

- c. The baiting quote rate for below standard baiting work will be reduced as per the following:
  - (1) If the percent satisfactory is less than ninety percent (90%), the Contractor will be penalized by reducing payment one percent (1%) for each one percent (1%) below standard.

$$\text{Percent Reduction}^* = (\text{actual quality percent} \times \text{quote rate per acre})$$

\* All percentages shall be rounded to the nearest whole percentage.

- (2) If the percent satisfactory falls below eighty percent (80%), there will be no payment for work performed.

**IN WITNESS WHEREOF**, the parties have caused this contract to be executed effective this

\_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, in Boise, Idaho.

IDAHO DEPARTMENT OF LANDS

CONTRACTOR

By \_\_\_\_\_

By \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

Contractor's Social Security  
or Employer Number

\_\_\_\_\_  
Taxpayer ID# (TIN)

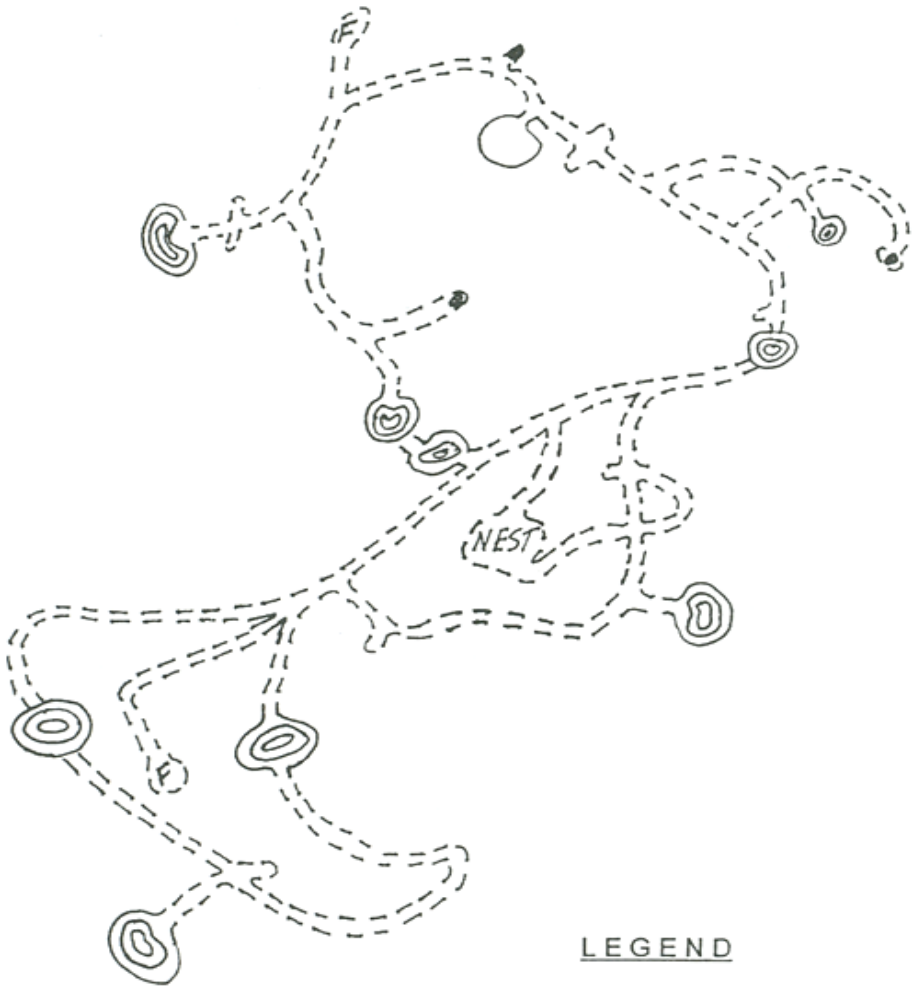
Contractor's Phone/Contact No.

\_\_\_\_\_


\_\_\_\_\_email if available



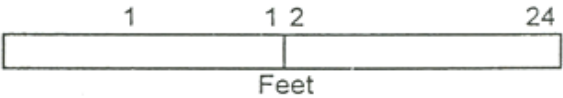
ATTACHMENT 2  
SIMULATED POCKET GOPHER BURROW SYSTEM  
(*Thomomys* spp.)



LEGEND

- ==== Runway (Main or Lateral)
- F Food Cache
-  Mound or Recent Push Pile
- Earth or "Dollar Plug"

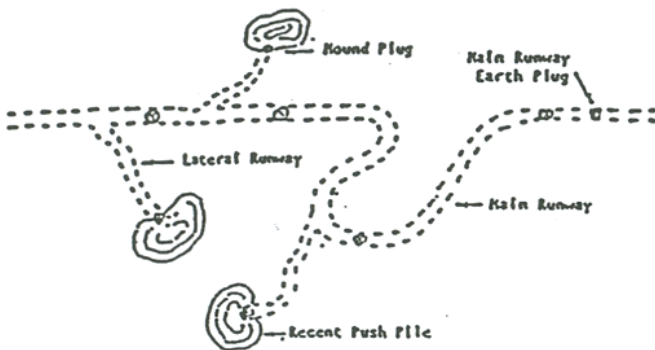
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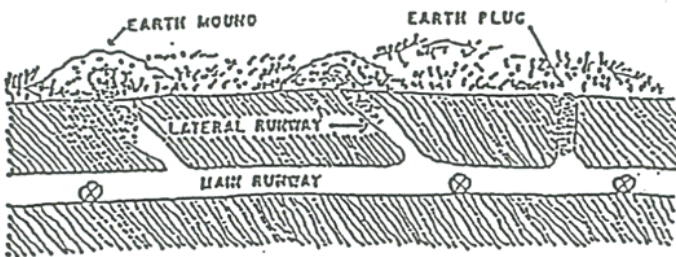
ATTACHMENT 3

RUNWAY AND MOUND LOCATION EXAMPLES AND BAIT PLACEMENT

The following diagrams illustrate the location of lateral and main runways in relation to earth mounds, mound plugs and main runway plugs. Knowledge of these burrow characteristics is necessary for efficient and accurate bait placement. Suggested bait placement locations (identified in the drawings below as "⊗") and correct (as well as incorrect) procedures are also illustrated.

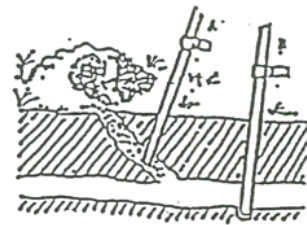


Correct Technique and Location



Incorrect Technique and/or Location

- (A) Probe is in plugged lateral.
- (B) Probe is too deep, bait deposited below floor of tunnel.



## ATTACHMENT NO. 4

### **SAFETY NOTES ON STRYCHNINE ALKALOID POISONING**

#### Toxicology

After ingestion of strychnine, symptoms commonly begin within 10 to 30 minutes. Often without warning of any kind, the victim falls into a violent convulsion. Spasm of all skeletal muscles, then muscles that stop respiration. The toxicant apparently acts similarly on all portions of the central and peripheral nervous systems to increase excitability.

#### Symptomatology

1. Restlessness, apprehension, reduced acuity of speech and vision, abrupt movements, hyperreflexia, and specially muscular stiffness of the face and legs occurs. Rarely does vomiting occur.
2. Convulsions – one or more. Consciousness is retained during the convulsion, which is painful, and the victim remains apprehensive and fearful through the illness.
3. Between convulsions, muscular relaxation is typically complete. Breathing resumes. Cold perspiration covers the skin. Dilated pupils may contract.

#### Treatment

1. Treatment is designed primarily to prevent convulsions and thus to protect medullary centers from excessive stimulation and from anoxia.
2. Ingestion of a slurry of 6 to 8 heaping teaspoonfuls of activated charcoal in a few ounces of water is desirable if done before the development of reflex hyperexcitability.
3. Keep victim comfortably, warm, quiet, and in a darkened place or room. Exclude all visitors as each succeeding convulsion reduces the victims chance for survival. Keep noise to a minimum.

#### Strychnine Alkaloid Poison Information Summary

1. Strychnine alkaloid has an extremely bitter taste to humans.
2. The strychnine alkaloid poisoning action is entirely against the nervous system.
3. The symptoms are convulsions that lead to respiratory arrest.
4. Treatments that will help are: Keep the victim quiet and in a dark place.



**CONTRACT NO. 10-208-300595  
GOPHER CONTROL PROJECT  
PROJECT DESCRIPTION**

**SUPERVISORY AREA:** St. Joe

**PROJECT NAME:** MoRooney-O'Carp Gopher Bait

**PROJECT NUMBER:** FM #30-595-105-10

**PROJECT AREA:** 293 Acres

**PROJECT LOCATION  
AND HISTORY:**

<u>UNIT #</u>	<u>UNIT NAME</u>	<u>UNIT ACRES</u>
1	Omega	59
2	South Carpenter	56
3	Rooney Creek	82
4	Morris Saddle	<u>96</u>
		293

Unit 1: This unit is located approximately 5 miles east of St. Maries, Idaho. The unit was burned in the fall of 2005 and planted in the spring of 2007. Steep slopes may impede progress in portions of the unit.

Unit 2: This unit is located approximately 5 miles southwest of Fernwood, Idaho. The unit was logged in 2004/2005, herbicide sprayed in 2005 and planted in 2008.

Unit 3: This unit is located approximately 49 miles southeast of Clarkia, Idaho. The unit was planted in the fall of 2006 and was previously treated for gophers in 2006 and 2008.

Unit 4: This unit is located approximately 51 miles southeast of Clarkia, Idaho. The unit was logged in 2007, brush sprayed in 2008, and planted in the fall of 2009.

**TREATMENT OBJECTIVE:**

The objective of this project is to reduce or eliminate pocket gopher damage by decreasing the gopher population in the plantations through an application of a chemical rodenticide. Follow up treatment may be necessary in 2011 to obtain optimum results.

**PESTICIDE (RODENTICIDE) TO BE USED:**

The registered rodenticide to be used shall be a 0.5% strychnine-treated milo. The milo will be applied at the rate of approximately one-quarter (1/4) to one-half (1/2) pound per acre. The Contractor shall provide the rodenticide. Contractor will apply the rodenticide in accordance with all pesticide label directions, and provide a copy of the label to the Contract Supervisor.

### **GOPHER CONTROL BAITING TOOLS SPECIFICATIONS:**

The Contractor must use one of the following mechanical bait dispensers (gopher baiting probes). Each crew member is to have 1 probe to make proper sets. All gopher baiting tools must be approved by the Contract Supervisor.

1. Leppert Bait Probe – probe 41 inches tall, with a plunger handle, bait container, metering valve, and plunger tip.
2. Elston Bait Probe – “Gopher Getter Jr.”
3. Gopher Baiting Probe – 1/2 to 5/8 inch galvanized pipe, 36 to 65 inches long with a “spade” or “T” handle. Strychnine treated milo will then be inserted into the main run by hand using a teaspoon or other means to ensure proper placement of milo.

### **CONTRACT INSPECTION:**

1. Sampling Method: Acceptance of gopher control baiting operations will be based on 1 randomly located 1/20<sup>th</sup> acre (26.3 foot radius – horizontal distance) plot per 5 acres. A minimum of 2 plots per unit will be achieved.
2. A minimum of 3 acceptable bait sets per inspection plot shall be required if the plot has 25 percent or less of the plot area disturbed with gopher activity. A minimum of 5 acceptable bait sets per inspection plot shall be required if the plot has between 25 and 50 percent of the plot area disturbed with gopher activity. Plots with greater than 50 percent of the plot area disturbed with gopher activity shall require a minimum of 7 acceptable bait sets per plot.

### **CONTRACT PERIOD AND DAILY PRODUCTION:**

The contract will commence once the Contractor has received a signed copy of the contract and has had a prework conference with the Contract Supervisor. The anticipated starting date will be May 1, 2010, depending on accessibility and ground conditions. The Contractor will be required to treat an average of 25 acres per day. Completion of the gopher baiting operations shall be within 12 working days from the actual starting date, weather depending. Contract will expire on July 31, 2010

### **ACCESS:**

Access to the units is by rocky mainhaul roads and secondary dirt roads. Depending on the condition of the secondary dirt roads, the Contractor may be required to walk or use ATV's to access some units.

### **SAFETY:**

The Contractor will comply with all safety procedures. Strychnine milo is a restricted use pesticide. The Contractor must have a current State of Idaho Professional Pesticide Applicators license. A copy of the license will be supplied to the State prior to any activities starting. All personnel will be trained and supervised by a licensed applicator.

**BUFFERS:**

The crew will be instructed not to apply pesticide within 25 feet of any live stream course or any standing water.

**CONTRACT PAYMENT:**

Payment will be made on the basis of satisfactory completion of the contract. Payment to be made at the rate set forth in Schedule A attached hereto.

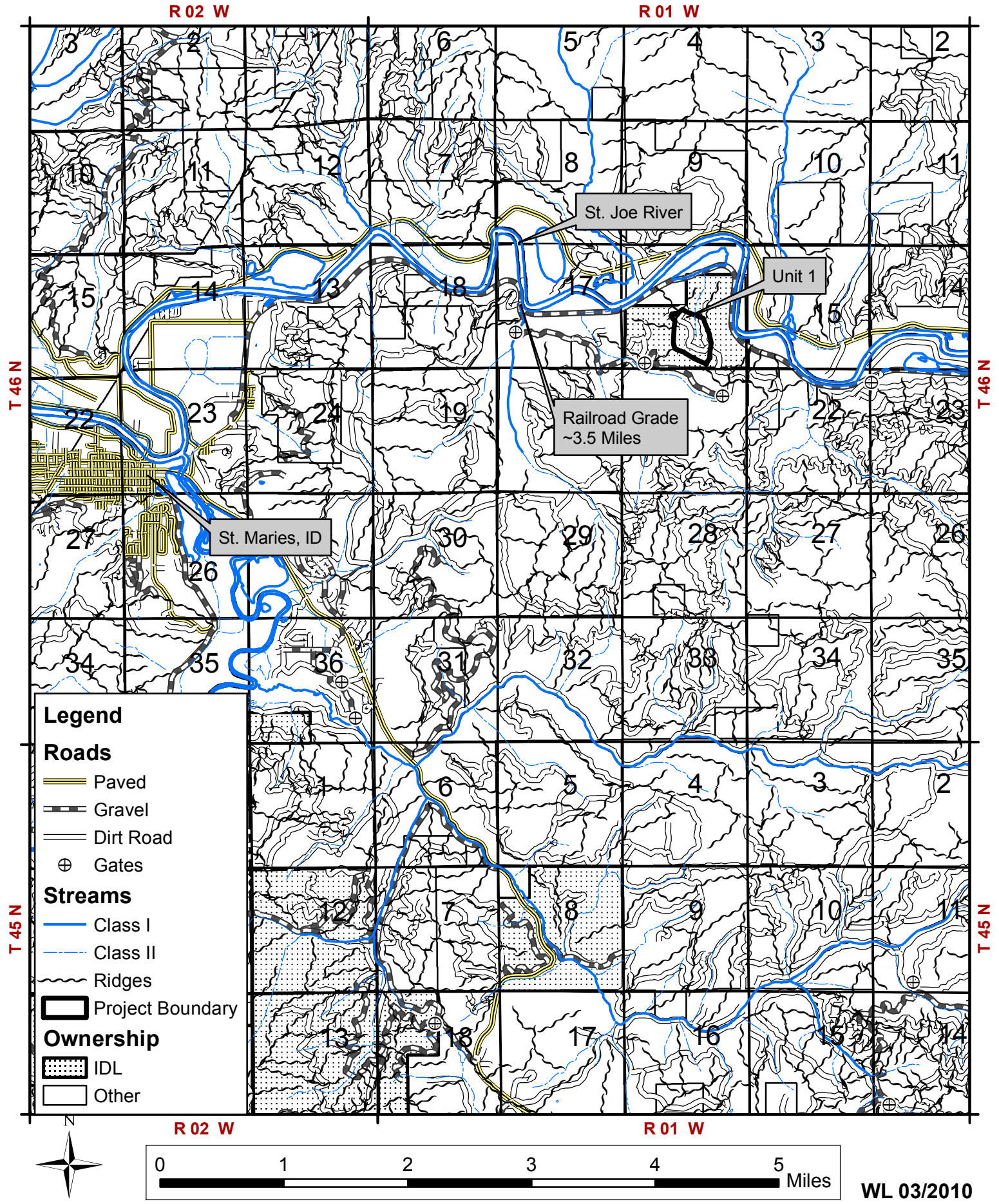
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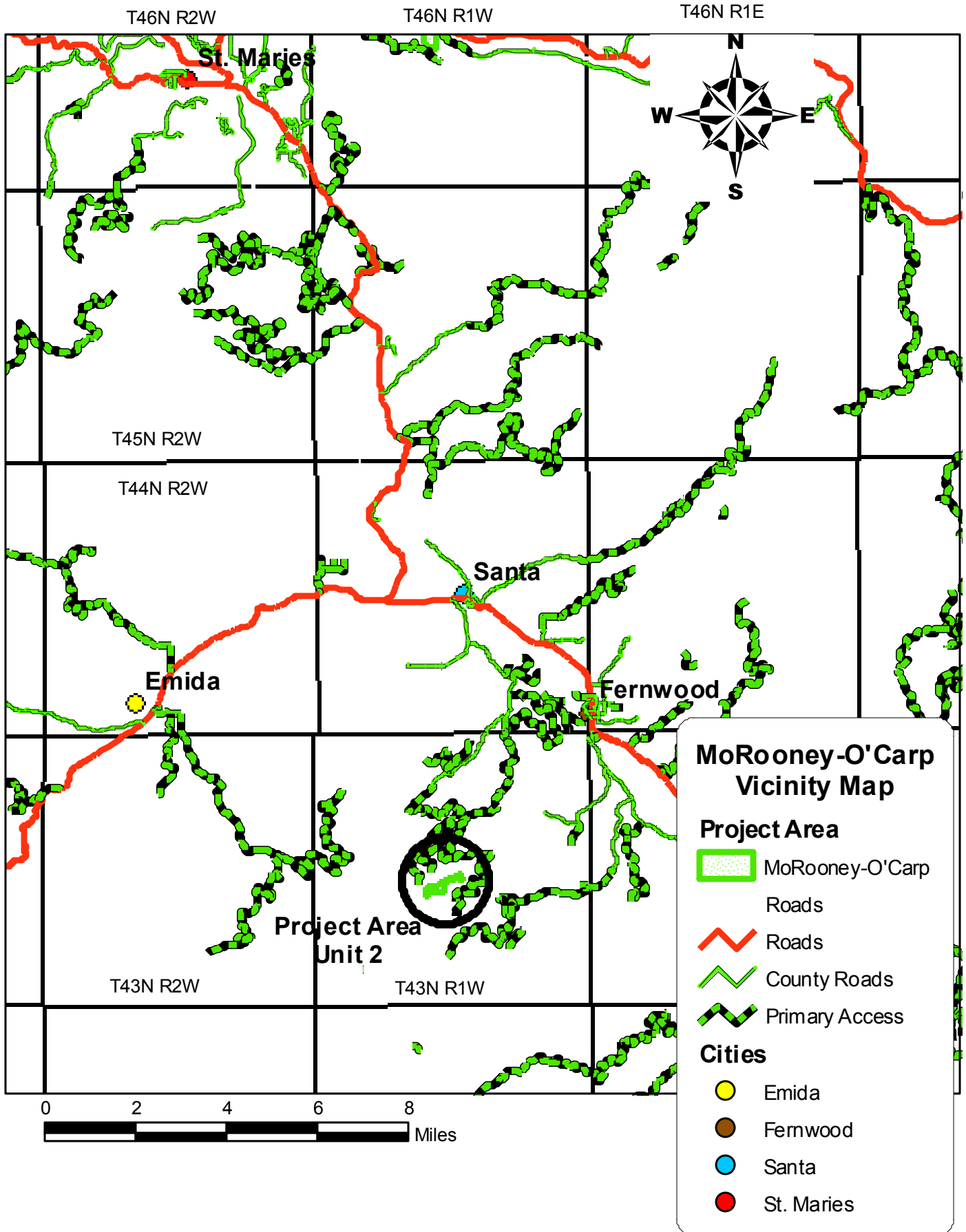
Information will be available by contacting the following address:

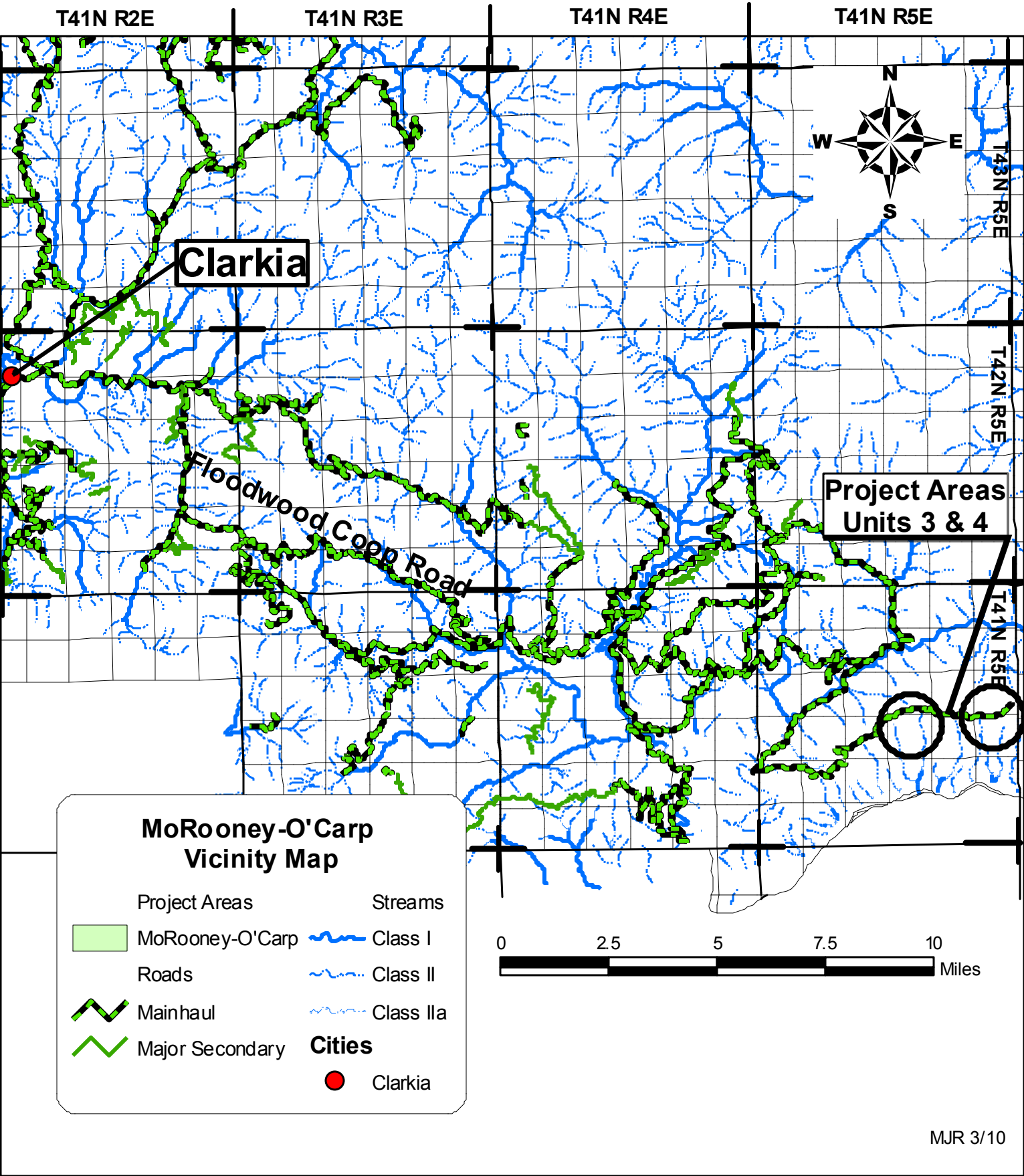
James Nichols  
Idaho Department of Lands  
St. Joe Supervisory Area  
1806 Main Avenue  
St. Maries, ID 83861  
Phone: (208) 245-4551  
Email: [jnichols@idl.idaho.gov](mailto:jnichols@idl.idaho.gov)

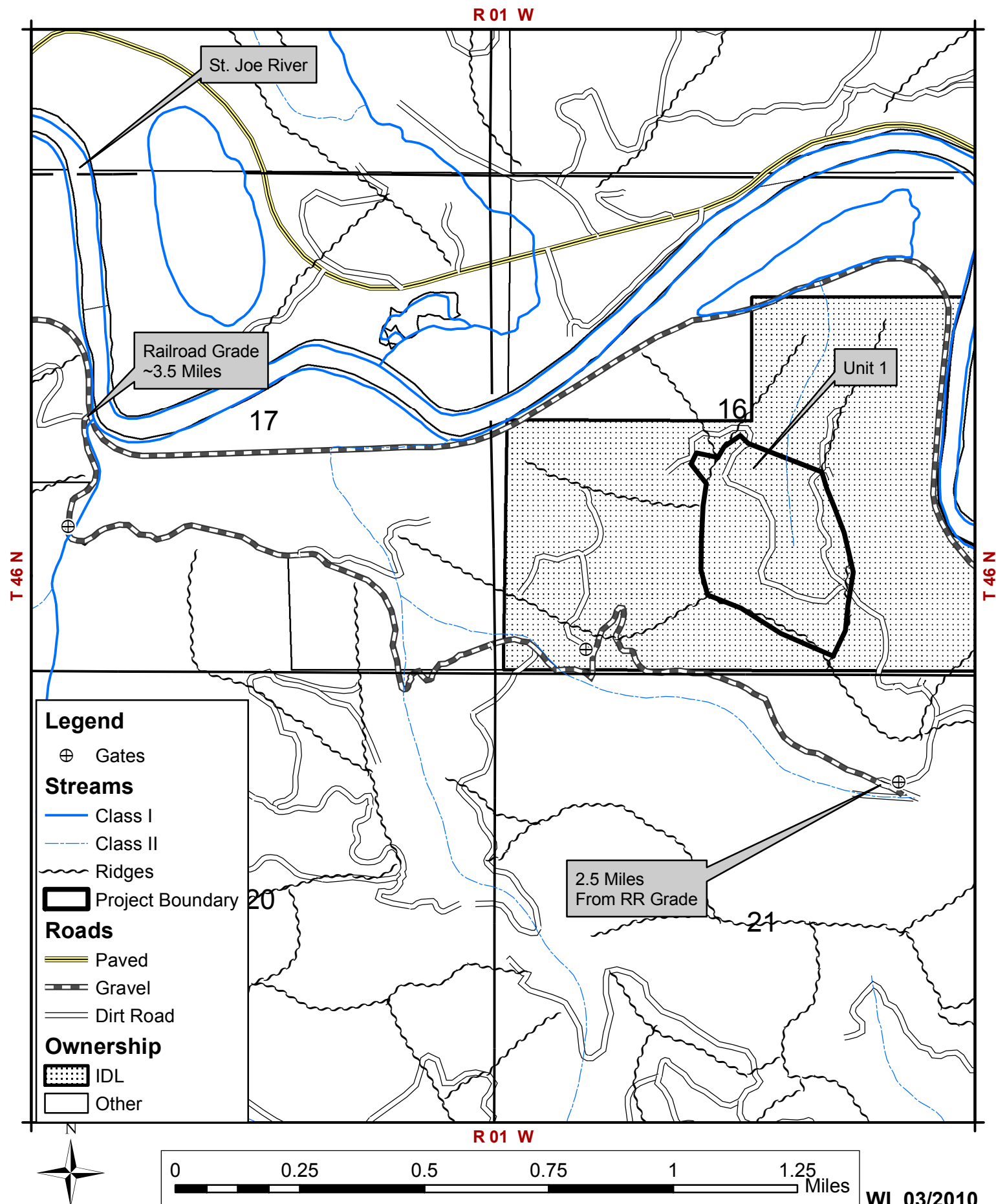
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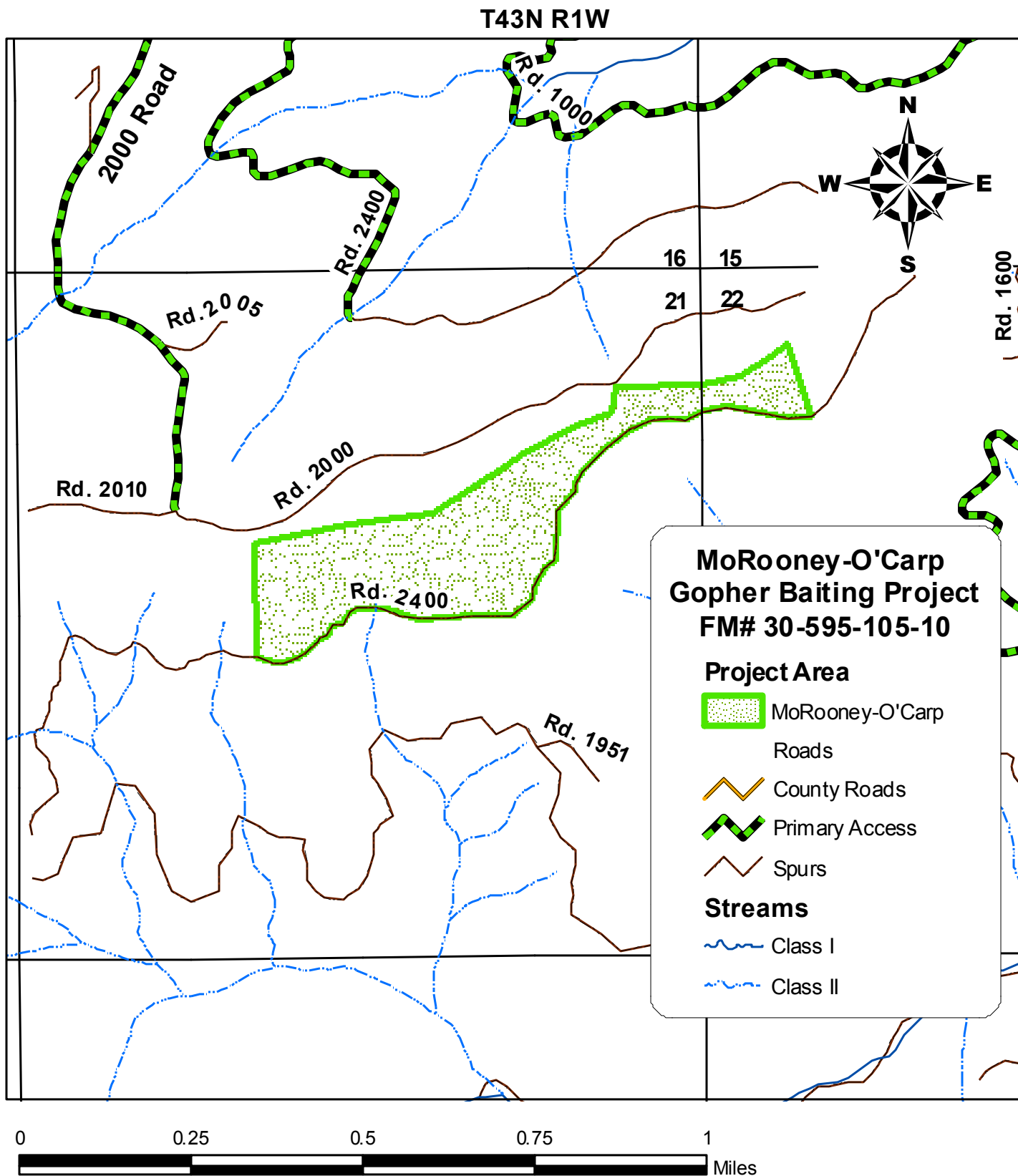




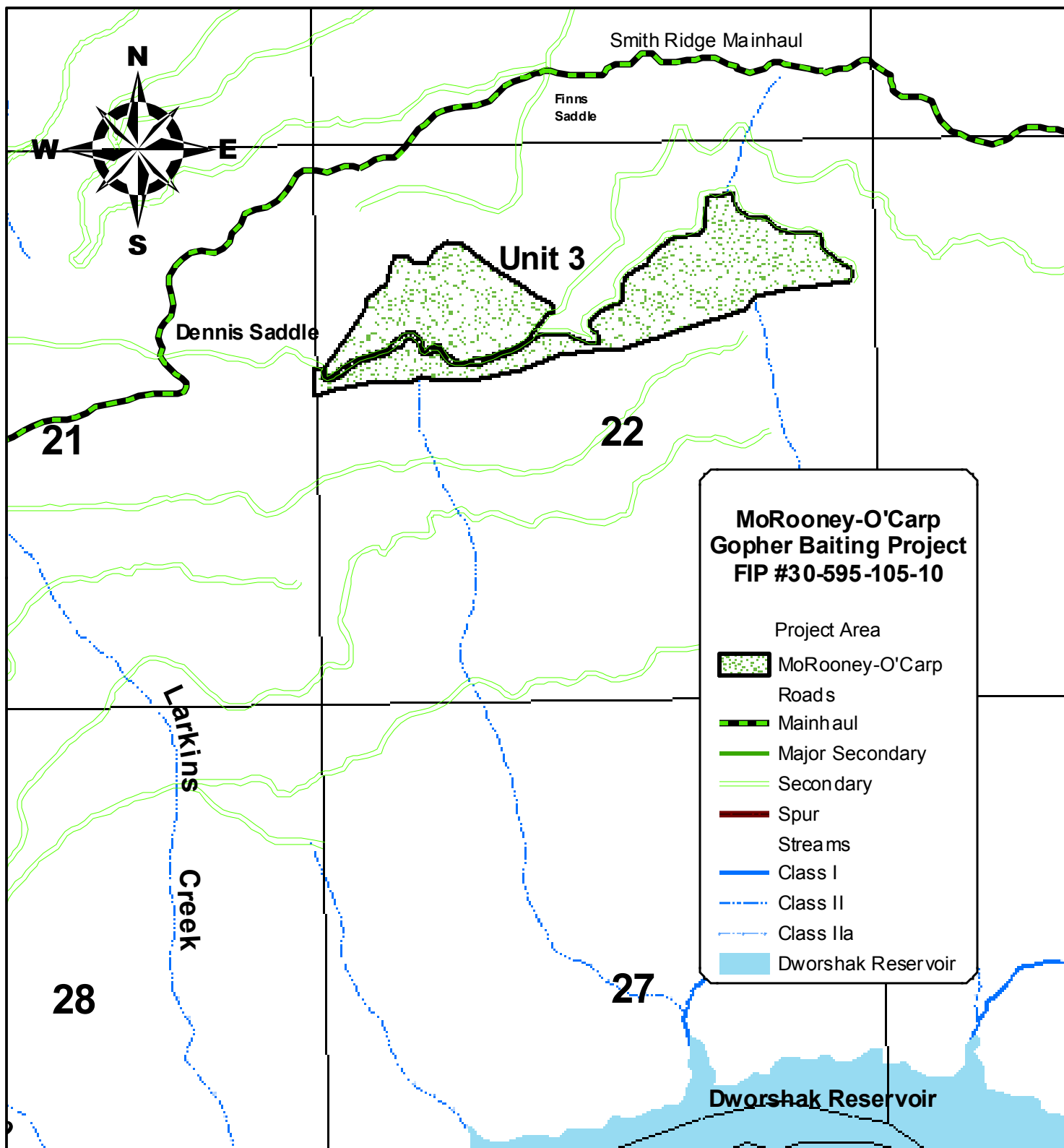








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